

Contract between Critique and JCR  
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**CONTRACT**

This Contract made and entered into this 10<sup>th</sup> day of August, 2007, by and between Critique Services, L.L.C. (hereinafter, "Critique"), a Missouri limited liability company, and James C. Robinson, Attorney at Law. (hereinafter, "JCR, ") a duly licensed attorney, is as follows:

*Whereas*, Critique is the owner of certain intellectual and other personal property (hereinafter, "property") and is a provider of support services (hereinafter, "services"), which are provided to others for fees, and

*Whereas*, James C. Robinson, Attorney at Law, wants to use the intellectual and personal property of Critique and engage its support services, and

*Whereas*, the following are defined contract terms:

a. Intellectual Property:

- i. "Critique Services" is the trade and service mark owned by Critique and is provided for a fee to others subject to a license agreement. This license agreement permits the licensure attorney to file with Missouri Secretary of State documents allowing him to perform as "D/B/A Critique Services".
- ii. Critique has developed and owns certain proprietary systems for the processing of information and filling in of forms used by attorneys in filing cases pursuant to the U.S. Bankruptcy Code and Chapter 7 & Chapter 13 thereunder. Said systems, as currently developed and hereafter enhanced from time-to-time, are subject to copyright and trade secret protection.
- iii. Critique has developed and owns certain training systems for administrative staff of attorneys which may enhance the ability of such staff to use Critique's processing and form-filing systems.
- iv. Software, and upgrades, but not information technology (hereinafter, "I.T.") services, necessary to implement the Critique systems.
- v. Marketing and advertising systems developed by Critique.

b. Other Personal Property:

Office equipment, furniture, computers, phone systems, etc.

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c. Licensed Attorney:

An attorney licensed to practice and actively engaged in the practice of law. Critique is neither an attorney, nor engaged in providing legal services to any, nor is it a "bankruptcy petition preparer." as same is defined in 11 USCS §110 (2005). Critique will contract with a licensed attorney or an entity which employs attorneys and provides legal services to persons who may be debtors and seeking bankruptcy protection or relief.

d. Support Services:

Critique furnishes administrative (bookkeeping) and marketing support services to licensed attorneys or business entities which employ licensed attorneys in their practice of Bankruptcy Law. Critique does not provide any direct bankruptcy services to clients of the attorneys, nor does it render any legal advice. Critique does not handle any filing fees nor any payments by debtors; all such funds and filing fees are the responsibility of the licensed attorney or entity employing licensed attorneys.

Whereas this Contract hereto as if fully set forth in the body of the contract,

NOW, THEREFORE, Critique and JCR agree as follows:

Critique will furnish to JCR, and JCR hereby accepts, the Intellectual Property, Other Personal Property, and Support Services on the terms and conditions herein. The parties hereto incorporate herein, an agree to be bound by, all provision of the Settlement Agreement and Court Order entered on the 27th day of July, 2007 in the adversary proceeding in the Bankruptcy Court, Adversary No. 05-04254-659. In particular, Critique will provide those services and facilities provided in paragraph 3 of that Settlement Agreement and Court Order and JCR will abide by and fulfill the provisions of paragraph 5 of that Settlement Agreement and Court Order as they pertain to attorneys with whom Critique contracts.

1. Price: The price to be paid by JCR, to Critique is as follows:

- a. Rent payment of \$5,000.00 per month; and
- b. Minimum Payment of \$5,000.00 per month for such additional charges as billed each month by Critique, for additional secretarial, administrative, marketing and other services unrelated to filing bankruptcy petitions and related documents for JCR clients.

2. Payment terms:

- a. Payment of \$5000.00 on the first day of each month.

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- b. Charges for additional services invoiced at the end of the month shall be paid in four equal installments during the following month.
  - c. Critique shall pay for any software license fees.
3. Length of Contract and Cancellation:
4. This Contract shall auto-renew each year beginning August 1, 2008 and shall continue thereafter, but
- b. May be cancelled, upon written notice delivered to the other party's last known address, by:
- i. Critique, for cause, on seven (7) days notice;
  - ii. Critique, without cause, on thirty (30) days notice;
  - iii. By JCR for cause, on thirty (30) days notice;
  - iv. By JCR without cause, on thirty (30) days notice;
  - v. Any outstanding sum owed by promissory note upon termination of that agreement shall be waived and void; to either party.

5. Non-Compete, Non-Disclosure, Assignment:

JCR acknowledges the proprietary nature, and ownership by Critique, of the Intellectual Property and Support Services provided under this Contract. JCR agrees that during the continuation of this Contract, neither he, nor any person acting for him, will use the Intellectual Property nor disclose any details of same to any other person except as provided in this Contract or otherwise permitted by Critique. After termination, or in the event of cancellation, of the Contract for a period of one year in the State of Missouri and adjoining states, JCR or any person acting for him or with his assistance, use, shall not use the Intellectual Property nor disclose any details of same to any other person except with the prior written agreement of Critique. This Contract may not be assigned by JCR without the prior written consent of Critique. However, JCR acknowledges that Critique may provide Intellectual Property and Support Services to other attorneys during the continuation of this Contract or thereafter.

6. Upon termination, or sooner cancellation, of the Contract, JCR agrees to cease use and relinquish possession, at once, of all Intellectual and Other Personal Property, to Critique.

7. JCR acknowledges that it alone shall be responsible for advising and assisting its clients, who may be debtors and seeking Bankruptcy protection or relief, of the following (by way of example and not limitation):

- a. The classification of debts;
- b. The meaning of legal terms;
- c. The nature of available exemptions and the applicability of an exemption to an individual client's circumstances;

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- d. Any issues pertaining to the ability of inability to discharge debt;
- e. Any issues pertaining to the automatic stay provision of the Bankruptcy Code;
- f. The correction of errors or omissions on bankruptcy forms or drafts thereof;
- g. Any issues pertaining to:
  - i. The retention of assets by debtors on filing a Bankruptcy Petition;
  - ii. Reaffirmations or redemptions;
  - iii. Lien avoidance under the Bankruptcy Code,
  - iv. What actions should be taken if an adversary action is filed against a client (debtor) of the attorney.

VIII. Remedies:

In the event either party fails to perform in good faith as herein provided, the performing party shall be entitled to whatever legal or equitable remedies are available and shall also be entitled to reasonable attorney fees, costs and expenses, whether or not a lawsuit is filed.

IX. Indemnity:

JCR agrees to defend, indemnify and hold Critique and its individual members, agents, or employees, harmless from any and all liabilities, costs and expenses, related to or arising from (a) malpractice by JCR or (b) claims against Critique that it is engaged in the practice of law or providing impermissible bankruptcy services in the performance of this Contract.

X. Severability and Survival of terms.

If any part of the Contract is determined to be invalid or unenforceable, all other parts shall remain valid. The terms of this paragraph and paragraphs 5 through 9 shall survive and be enforceable subsequent to the cancellation or termination of the Contract.

XI. This Contract does not create an employment, agency, partnership, joint venture, or any other relationship between Critique and JCR and neither party shall have authority to bind the other party with respect to any matter.

Critique Services, LLC (Critique)

By: Kirk Holman  
Owner

Date:

8/10/07

James C. Robinson, (JCR)

By: James C. Rob  
Attorney at Law

Date:

8/10/07